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PRUDENTIAL FINANCIAL

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UNITED STATES DISTRICT COURT  
DISTRICT OF WYOMING

PAMELA GOERTZ

Plaintiff,

v.

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA,

Defendant.

Case No. 09-cv-236

DECLARATION OF JENNY COPPOLA

The undersigned declares under penalty of perjury as follows:

1.

I, Jenny Coppola, am over eighteen (18) years of age, and I have personal knowledge of, and am fully competent to testify to, the matters set forth herein.

2.

I am a Senior Contract Specialist, Group Insurance Contracts, at The Prudential Insurance Company of America ("Prudential").

3.

The fully insured Long Term Disability ("LTD") benefits for eligible employees of Holme Roberts & Owen LLP were provided under Group Contract number DG-91187-CO (the "Group Contract") for the period of time from January 1, 2000 to February 1, 2007.

4.

I certify that the documents numbered D0392-0401 are an accurate and authentic copy of the Group Contract, effective January 1, 2000 between Prudential and Holme Roberts & Owen LLP.

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PRUDENTIAL FINANCIAL

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5.

I certify that the documents numbered D0441-0472 are an accurate and authentic copy of the LTD Booklet-certificate for employees of Holme Roberts & Owen LLP who are classified as full-time employees other than those classified by the employer as partners, attorneys, executive directors or senior administration. This Booklet-certificate has a Program Date of January 1, 2000 and was in effect on March 17, 2006, the date the Plaintiff alleges she became disabled.

6

I certify that the documents numbered D0473-79 are an accurate and authentic copy of the Summary Plan Description for the LTD Booklet-certificate described in Paragraph 5 above for employees of Holme Roberts & Owen LLP who are classified as full-time employees other than partners, attorneys, executive directors or senior administration.

7.

I hereby certify that the Documents referred to in this Declaration comprise records of regularly conducted business activity of Prudential, which were made and kept in the course of regularly conducted business activity of Prudential, and were made and kept by the regularly conducted business activity as a regular practice.

I swear or affirm, under penalty of perjury, that the foregoing statements are true and correct to the best of my knowledge and belief.

This 6th day of May, 2010.

  
Jenny Coppola

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

## Group Insurance Contract

**Contract Holder: HOLME ROBERTS & OWEN LLP**

**AS SUCH PARTNERSHIP IS NOW OR  
MAY LATER BE CONSTITUTED**

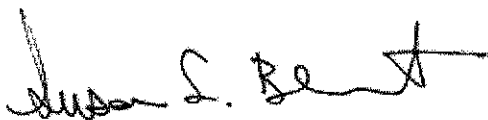
**Group Contract No.: DG-91187-CO**

Prudential will provide or pay the benefits described in the Group Insurance Certificate(s) listed in the Schedule of Plans of the Group Contract, subject to the Group Contract's terms. This promise is based on the Contract Holder's application and payment of the required premiums.

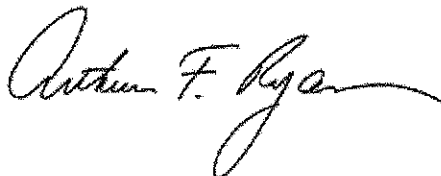
All of the provisions of the Group Insurance Certificate(s), attached to and made a part of the Group Contract, apply to the Group Contract as if fully set forth in the Group Contract.

The Group Contract takes effect on the Contract Date, if it is duly attested under the Group Contract Schedule. It continues as long as the required premiums are paid, unless it ends as described in its General Rules. Dividends are apportioned each year.

The Group Contract is delivered in and is governed by the laws of the Governing Jurisdiction.



Secretary



Chairman of the Board

# Group Contract Schedule

**Contract Date:** January 1, 2000

**Contract Anniversaries:** January 1 of each year, beginning in 2001.

**Premium Due Dates:** The Contract Date, and the first day of the month beginning with February, 2000.

**Governing Jurisdiction:** State of Colorado

**Associated Companies:** Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

**Minimum Participation Number:** 25

## INCLUDED EMPLOYERS

Included Employers under the Group Contract are the Contract Holder and its Associated Companies, if any.

An Employee of more than one Included Employer will be considered an Employee of only one of those employers for the purpose of the Group Contract. That Employee's service with all other Included Employers will be treated as service with that one.

On any date when an employer ceases to be an Included Employer, the Group Contract will be considered to end for Employees of that employer. This applies to all of those Employees except those who, on the next day, are still within the Covered Classes of a plan of benefits of the Group Contract as Employees of another Included Employer. The plans of benefits for Covered Classes are listed in the Group Contract's Schedule of Plans.

The Contract Holder must let Prudential know, in writing, when an employer listed as an Associated Company is no longer one of its subsidiaries or affiliates.

---

**Table of Contents** (as of the Contract Date): The Group Contract includes these forms with an 83500 prefix: COV 1004, GCS 1027, SPR 1001, GR 5002, SCH 1001, APP 1001.

---

Attest:

Donna Lupo

# Schedule of Premium Rates

DG-91187-CO

**Classes of Employees to which this Schedule applies:**

All Classes

**Applicable Coverage**

**Monthly Rate Per Employee**

All Coverages

The premium rates in effect on the Contract Date are those determined by Prudential. Those rates will be shown on the billing notice(s) sent to the Contract Holder (subject to any subsequent corrections).

# General Rules

## A. PAYMENT OF PREMIUMS - GRACE PERIOD.

Premiums are to be paid by the Contract Holder to Prudential. Each may be paid at a Prudential office or to one of its authorized agents. One is due on each Premium Due Date stated in the Group Contract Schedule. The Contract Holder may pay each premium other than the first within 31 days of the Premium Due Date without being charged interest. Those days are known as the grace period. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

## B. PREMIUM AMOUNTS.

The premium due on each Premium Due Date is the sum of the premium charges for the insurance under the Coverages. Those charges are determined from the premium rates then in effect and the Employees then insured.

The following will apply if one or more premiums paid include premium charges for an Employee whose insurance has ended before the due date of that premium. Prudential will not have to refund more than the amount of the premium charges for such Employee that were included in the premiums paid for the two month period immediately before the date Prudential receives written notice from the Contract Holder that the Employee's insurance has ended.

Premiums may be determined in another way. But it must produce about the same amounts and be agreed to by the Contract Holder and Prudential.

No premium charge will be made for an insured Employee under the Long Term Disability Coverage while the Employee:

- (1) is Disabled; and
- (2) is entitled, after the Elimination Period, to benefits under the Coverage.

## C. PREMIUM RATE CHANGES.

The premium rates in effect on the Contract Date are shown in the Group Contract's Schedule of Premium Rates. A change in premium rates will not take effect before the second Contract Anniversary for Long Term Disability Coverage. But, Prudential has the right to change premium rates at any time for reasons which affect the risk assumed, including the reasons shown below:

- (1) A change occurs in the plan design.
- (2) A division, subsidiary or associated company is added or deleted.
- (3) The number of insured persons changes by 25% or more.
- (4) A new law or a change in any existing law is enacted which applies to this plan.

Prudential will notify the Contract Holder in writing at least 31 days before a premium rate is changed. A change may take effect on an earlier date when both Prudential and the Contract Holder agree.

#### **D. DIVIDENDS.**

Prudential will determine the share, if any, of its divisible surplus allocable to the Group Contract as of each Contract Anniversary, if the Group Contract stays in force by the payment of all premiums to that date. The share will be credited to the Group Contract as a dividend as of that date.

Each dividend will be paid to the Contract Holder in cash unless the Contract Holder asks that it be applied toward the premium then due.

Prudential's sole liability as to any dividend is as set forth above.

**Non-profit Clause:** This applies if the aggregate dividends under the Group Contract and any other group contract(s) of the Contract Holder exceed the aggregate payments toward their cost made from the Employer's own funds. The Contract Holder will see that an amount equal to the excess is applied for the benefit of insured persons.

#### **E. END OF THE GROUP CONTRACT OR OF AN INSURANCE.**

**During or at End of Grace Period - Failure to Pay Premiums:** If any premium is not paid by the end of its grace period, the Group Contract will end when the grace period ends. The Contract Holder may request in writing that the Group Contract be ended at the end of the period for which premiums have been paid or at any time during the grace period. Then the Group Contract will end on the requested date, but in no event will it end before the date Prudential receives the written request from the Contract Holder. The Contract Holder is liable to pay premiums to Prudential for the time the Group Contract is in force.

**On a Premium Due Date - Failure to Maintain Insuring Conditions:** On any Premium Due Date, Prudential may end the part of the Group Contract for Contributory or Non-contributory Insurance under a Coverage if one or more of the following conditions then exists for that plan. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

Contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) less than 75% of the Employees who are eligible to request the insurance; or
- (3) contributing at a rate higher than the maximum, if any, stated in the Group Contract for the insurance.

Non-contributory Insurance: The insured Employees are:

- (1) less than the Minimum Participation Number; or
- (2) contributing for the insurance.

The Minimum Participation Number is shown in the Group Contract Schedule.

**On a Contract Anniversary:** Prudential may end the Group Contract on any Contract Anniversary. But notice of its intent to do so must be given to the Contract Holder at least 31 days in advance.

#### **F. AGE ADJUSTMENT.**

If an age is used to determine the premium charge for an Employee's insurance and the age is found to be in error, the premium charge for that insurance will then be adjusted to reflect the correct age. If this adjustment results in a change in the amount of premium, any difference between the premium paid and the premium required on the basis of the correct age will be paid as follows:

- (1) If the adjustment results in an increased premium, the difference will be paid by the Contract Holder when notified by Prudential.
- (2) If the adjustment results in a decreased premium, the difference will be refunded by Prudential.

If the change in age affects the amount of the Employee's insurance under any Coverage, such amount will be changed on the basis of the correct age. Any premium adjustment will take this into account.

#### **G. EMPLOYEE'S CERTIFICATE.**

Prudential will give the Contract Holder an individual certificate to give each insured Employee. It will describe the Employee's coverage under the Group Contract. It will include (1) to whom Prudential pays benefits, (2) any protection and rights when the insurance ends, and (3) claim rights and requirements.

#### **H. RECORDS - INFORMATION TO BE FURNISHED.**

Either the Contract Holder or Prudential, as they agree, will keep a record of the insured Employees. It will contain the key facts about their insurance.

At the times set by Prudential, the Contract Holder will send the data required by Prudential to perform its duties under the Group Contract, and to determine the premium rates. All records of the Contract Holder and of the Employer which bear on the insurance must be open to Prudential for its inspection at any reasonable time.

Prudential will not have to perform any duty that depends on such data before it is received in a form that satisfies Prudential. The Contract Holder may correct wrong data given to Prudential, if Prudential has not been harmed by acting on it. An Employee's insurance under a Coverage will not be made invalid by failure of the Contract Holder or the Employer, due to clerical error, to record or report the Employee for that insurance.

#### **I. THE CONTRACT - INCONTESTABILITY OF THE CONTRACT.**

The entire Group Contract consists of: (1) the Group Insurance Certificate(s) listed in the Schedule of Plans, a copy of which is attached to the Group Contract; (2) all modifications and endorsements to such Group Insurance Certificates which are attached to and made a part of the Group Contract by amendment to the Group Contract; (3) the forms shown in the Table of Contents as of the Contract Date; (4) the Contract Holder's application, a copy of which is attached to the Group Contract; (5) any endorsements or amendments to the Group Contract; and (6) the individual applications, if any, of the persons insured. No statement of the Contract Holder shall be used in any contest of the insurance under the Group Contract.

There will be no contest of the validity of the Group Contract, except for not paying premiums, after it has been in force for one year.



The Group Contract may be amended, at any time, without the consent of the insured Employees or of anyone else with a beneficial interest in it. This can be done through written request made by the Contract Holder and agreed to by Prudential. But an amendment will not affect a claim incurred before the date of change.

Only an officer of Prudential has authority: to waive any conditions or restrictions of the Group Contract; or to extend the time in which a premium may be paid; or to make or change a contract; or to bind Prudential by a promise or representation or by information given or received. A Prudential agent is not an officer.

No change in the Group Contract is valid unless shown in:

- (1) an endorsement on it signed by an officer of Prudential; or
- (2) an amendment to it signed by the Contract Holder and by an officer of Prudential.

But a change in the Group Contract may be made in an amendment to it that is signed only by an officer of Prudential if:

- (a) The amendment reflects a change in the Group Contract that has been automatically made to satisfy the requirements of any state or federal law or regulation that applies to the Group Contract, as provided in the Conformity With Law section. This change is known as a Statutory Amendment.
- (b) The amendment reflects a change in Prudential's administration of its group insurance benefits and is intended to apply to all group insurance contracts which are affected by the change. This change is known as a Portfolio Amendment. Prudential will give the Contract Holder written notice of its intent to make a Portfolio Amendment in the Group Contract at least 31 days in advance of the effective date of the Amendment. When the Group Contract is so amended, payment by the Contract Holder of the next premium due under the Group Contract will constitute acceptance of the Portfolio Amendment, unless the Contract Holder has rejected the Amendment, in writing, prior to its effective date.

## **J. CONFORMITY WITH LAW.**

If the provisions of the Group Contract do not conform to the requirements of any state or federal law or regulation that applies to the Group Contract, the Group Contract is automatically changed to conform with Prudential's interpretation of the requirements of that law or regulation.

# Schedule of Plans

**Effective Date:** January 1, 2000

**Group Contract No.:** DG-91187-CO

This Schedule of Plans sets forth the Plan of Benefits that applies to each Covered Class under the Group Contract listed below as of the Effective Date. The Plan of Benefits for a Covered Class is determined by: (1) the Group Insurance Certificates that apply to the Covered Class; and (2) any modification to those Certificates, provided the modification is listed below or included in an amendment to the Group Contract. A copy of each Certificate and any modification to it are attached to the Group Contract and made a part of it.

**Covered Class:**

All Employees included in the Covered Classes of the Group Insurance Certificate(s) listed below.

**Plan of Benefits that Applies to this Covered Class:**

- (1) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
    - (a) With the Program Date of January 1, 2000;
    - (b) and bearing the code "91187-LTD-I; Ed. 10-01".
  - (2) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
    - (a) With the Program Date of January 1, 2000;
    - (b) and bearing the code "91187-LTD-II; Ed. 10-01".
  - (3) The Coverage(s) described in the Group Insurance Certificate prepared for the Group Contract shown above:
    - (a) With the Program Date of January 1, 2000;
    - (b) and bearing the code "91187-LTD-III; Ed. 10-01".
-

00040-0194  
01225-0120

# Application to

## The Prudential Insurance Company of America (Prudential)

For Group Contract No. DG-91187-CO

**Applicant:** HOLME ROBERTS & OWEN LLP

AS SUCH PARTNERSHIP IS NOW OR  
MAY LATER BE CONSTITUTED

**Address:** 1700 Lincoln Street; Suite 4100  
Denver, Colorado 80203

The Group Contract is approved and its terms are accepted.

This Application is made in duplicate. One is attached to the Group Contract. The other is to be returned to Prudential.

Colorado State Law requires that this Application include this statement:

**It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company, or agent of an insurance company, who knowingly provides false, incomplete, or misleading facts or information to a Contract Holder or Covered Person for the purpose of defrauding or attempting to defraud the Contract Holder or Covered Person with regard to a settlement or award payable from insurance proceeds will be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.**

It is agreed that this Application replaces any prior Application for the Group Contract.

- HOLME ROBERTS & OWEN LLP -

\_\_\_\_\_  
(Full or Corporate Name of Applicant)

Dated at \_\_\_\_\_

By \_\_\_\_\_  
(Signature and Title)

On \_\_\_\_\_, 19\_\_\_\_

Witness \_\_\_\_\_  
(To be signed by Resident  
Agent where required by law)

83500  
APP 1001

(S-2)(DG-91187-CO)

**D 0400**



**Holme Roberts &  
Owen LLP**

*Attorneys, Executive  
Director & Senior  
Administrative Team*

**Long Term Disability  
Coverage**



## Benefit Highlights

### LONG TERM DISABILITY PLAN

This long term disability plan provides financial protection for you by paying a portion of your income while you have a long period of disability. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled. Benefits start after the elimination period.

<b>Program Date:</b>	January 1, 2000	
<b>Contract Holder:</b>	HOLME ROBERTS & OWEN LLP	
<b>Group Contract Number:</b>	DG-91187-CO	
<b>Covered Classes:</b>	All full-time Employees classified by the Employer as Attorneys, Executive Director and Senior Administrative Team.	
<b>Minimum Hours Requirement:</b>	Employees must be working at least 30 hours per week.	
<b>Employment Waiting Period:</b>	<p>You may need to work for your Employer for a continuous period before you become eligible for the plan. The period must be agreed upon by your Employer and Prudential.</p> <p>Your Employer will let you know about this waiting period.</p>	
<b>Elimination Period:</b>	<p>90 days.</p> <p><b>Benefits begin the day after the Elimination Period is completed.</b></p>	
<b>Monthly Benefit:</b>	<p>60% of your monthly earnings, but not more than \$10,000.</p> <p>Your benefit may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may be limited under this coverage.</p>	
<b>Maximum Period of Benefits:</b>	<b>Your Age on Date Disability Begins</b>	<b>Your Maximum Benefit Duration</b>
	Under age 61	To your normal retirement age*, but not less than 60 months
	Age 61	To your normal retirement age*, but not less than 48 months
	Age 62	To your normal retirement age*, but not less than 42 months
	Age 63	To your normal retirement age*, but not less than 36 months
	Age 64	To your normal retirement age*, but not less than 30 months
	Age 65	24 months
	Age 66	21 months
	Age 67	18 months
	Age 68	15 months
	Age 69 and over	12 months

**\*Your normal retirement age is your retirement age under the Social Security Act where retirement age depends on your year of birth.**

No contributions are required for your coverage while you are receiving payments under this plan.

**Cost of Coverage:** The long term disability plan is provided to you on a non-contributory basis. The entire cost of your coverage under the plan is being paid by your Employer.

**The above items are only highlights of your coverage. For a full description please read this entire Group Insurance Certificate.**

## Table of Contents

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**The Prudential Insurance Company of America**

**Certificate of Coverage**

The Prudential Insurance Company of America (referred to as Prudential) welcomes you to the plan.

This is your Certificate of Coverage as long as you are eligible for coverage and you meet the requirements for becoming insured. You will want to read this certificate and keep it in a safe place.

Prudential has written this certificate in booklet format to be understandable to you. If you should have any questions about the content or provisions, please consult Prudential's claims paying office. Prudential will assist you in any way to help you understand your benefits.

The benefits described in this Certificate of Coverage are subject in every way to the entire Group Contract which includes this Group Insurance Certificate.

**Prudential's Address**

The Prudential Insurance Company of America  
290 West Mount Pleasant Avenue  
Livingston, New Jersey 07039

## General Provisions

### What Is the Certificate?

This certificate is a written document prepared by Prudential which tells you:

- the coverage to which you may be entitled;
- to whom Prudential will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

### General Definitions used throughout this certificate include:

---

**You** means a person who is eligible for Prudential coverage.

**We, us, and our** means The Prudential Insurance Company of America.

**Employee** means a person who is in active employment with the Employer for the minimum hours requirement.

**Insured** means any person covered under a coverage.

**Plan** means a line of coverage under the Group Contract.

---

### When Are You Eligible for Coverage?

If you are working for your Employer in a covered class, the date you are eligible for coverage is the later of:

- the plan's program date; and
- the day after you complete your **employment waiting period**.

---

**Employment waiting period** means the continuous period of time that you must be in a covered class before you are eligible for coverage under a plan. The period must be agreed upon by the Employer and Prudential.

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### When Does Your Coverage Begin?

When your Employer pays the entire cost of your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage, provided you are in **active employment** on that date.

When you and your Employer share the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Prudential approves your application, if **evidence of insurability** is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily canceled your coverage and are reapplying; or
- apply after any of your coverage ended because you did not pay a required contribution; or
- have not met a previous evidence requirement to become insured under any plan the Employer has with Prudential.

An evidence of insurability form can be obtained from your Employer.

---

**Active employment** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least 30 hours per week.

Your worksite must be:

- your Employer's usual place of business;
- an alternate work site at the direction of your Employer other than your home unless clear specific expectations and duties are documented; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

Individuals whose employment status is being continued under a severance or termination agreement will not be considered in active employment.

**Evidence of insurability** means a statement of your medical history which Prudential will use to determine if you are approved for coverage. Evidence of insurability will be provided at your own expense.

---

### **What If You Are Absent from Work on the Date Your Coverage Would Normally Begin?**

If you are absent from work due to injury, sickness, temporary layoff or leave of absence your coverage will begin on the date you return to active employment.

### **Once Your Coverage Begins, What Happens If You Are Temporarily Not Working?**

If you are on a temporary **layoff**, and if premium is paid, you will be covered to the end of the month following the month in which your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered to the end of the month following the month in which your leave of absence begins.

With respect to leave under the federal Family and Medical Leave Act of 1993 (FMLA) or similar state law, continuation of coverage under the plan during such leave will be governed by your Employer's policies regarding continuation of such coverage for non-FMLA leave purposes and any applicable law. Continuation of such coverage pursuant to this provision is contingent upon Prudential's timely receipt of premium payments and written confirmation of your FMLA leave by your Employer.

If you are working less than 30 hours per week, for reasons other than disability, and if premium is paid, you will be covered to the end of the month following the month in which your reduced hours begin.

---

**Layoff or leave of absence** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer, other than for reasons in connection with any severance or termination agreement. Your normal vacation time, any period of disability or FMLA leave is not considered a temporary layoff.

---

### When Will Changes to Your Coverage Take Effect?

Once your coverage begins, any increased or additional coverage will take effect immediately upon the effective date of the change, if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment. An increase in your long term disability coverage may be subject to a pre-existing condition limitation as described in the plan. Any decrease in coverage will take effect immediately upon the effective date of the change. Neither an increase nor a decrease in coverage will affect a **payable claim** that occurs prior to the increase or decrease.

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**Payable claim** means a claim for which Prudential is liable under the terms of the Group Contract.

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### When Does Your Coverage End?

Your coverage under the Group Contract or a plan ends on the earliest of:

- the date the Group Contract or a plan is canceled;
- the date you are no longer a member of the covered classes;
- the date your covered class is no longer covered;
- the last day of the period for which you made any required contributions;
- the last day you are in active employment except as provided under the temporary absence from work provisions; or
- the date you are no longer in active employment due to a disability that is not covered under the plan.

### **Does the Coverage under a Plan Replace or Affect any Workers' Compensation or State Disability Insurance?**

The coverage under a plan does not replace or affect the requirements for coverage by workers' compensation or state disability insurance.

### **Does Your Employer Act as Prudential's Agent?**

For purposes of the Group Contract, your Employer acts on its own behalf. Under no circumstances will your Employer be deemed the agent of Prudential.

### **Does This Certificate Address Any Rights to Other Benefits or Affect Your Employment with Your Employer?**

This certificate sets forth only the terms and conditions for coverage and receipt of benefits for Long Term Disability. It does not address and does not confer any rights, or take away any rights, if any, to other benefits or employment with your Employer. Your rights, if any, to other benefits or employment are solely determined by your Employer. Prudential plays no role in determining, interpreting, or applying any such rights that may or may not exist.

### **How Can Statements Made in Your Application for this Coverage be Used?**

Prudential considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

If a statement is used in a contest, a copy of that statement will be furnished to you or, in the event of your death or incapacity, to your eligible survivor or personal representative.

A statement will not be contested after the amount of insurance has been in force, before the contest, for at least two years during your lifetime.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

### **What Happens if You Misstate Your Age?**

If your benefits under the coverage depend on your age, and your age is found to have been misstated, the benefits will be changed to those that apply to your correct age.

## **Long Term Disability Coverage**

### **GENERAL INFORMATION**

#### **Who Is in the Covered Class(es) for the Insurance?**

The Covered Classes are:

All full-time Employees classified by the Employer as Attorneys, Executive Director and Senior Administrative Team.

#### **How Many Hours Must You Work to be Eligible for Coverage?**

You must be working at least 30 hours per week.

#### **What Is Your Employment Waiting Period?**

You may need to work for your Employer for a continuous period before you become eligible for the coverage. The period must be agreed upon by your Employer and Prudential.

Your Employer will let you know about this waiting period.

#### **Who Pays for Your Coverage?**

Your coverage is paid for by your Employer.

## Long Term Disability Coverage

### BENEFIT INFORMATION

#### How Does Prudential Define Disability?

You are disabled when Prudential determines that:

- you are unable to perform the **material and substantial duties** of your **regular occupation** due to your **sickness** or **injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to that **sickness** or **injury**.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by doctors, other medical practitioners or vocational experts of our choice. Prudential will pay for these examinations. We can require examinations as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Prudential Representative. Refusal to be examined or interviewed may result in denial or termination of your claim.

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**Material and substantial duties** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**Regular occupation** means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

**Sickness** means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. Disability must begin while you are covered under the plan.

**Injury** means a bodily injury that is the direct result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

**Indexed monthly earnings** means your monthly earnings as adjusted on each July 1 provided you were disabled for all of the 12 months before that date. Your monthly earnings will be adjusted on that date by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. Prudential reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-W.

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Indexing is only used to determine your percentage of lost earnings while you are disabled and working.

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### How Long Must You Be Disabled Before Your Benefits Begin?

You must be continuously disabled through your **elimination period**. Prudential will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is 90 days.

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**Elimination period** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Prudential.

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### Can You Satisfy Your Elimination Period If You Are Working?

Yes, provided you meet the definition of disability.

### When Will You Begin to Receive Disability Payments?

You will begin to receive payments when we approve your claim, providing the elimination period has been met. We will send you a payment each month for any period for which Prudential is liable.

### How Much Will Prudential Pay If You Are Disabled and Not Working?

We will follow this process to figure out your **monthly payment**:

1. Multiply your monthly earnings by 60%.
2. The maximum **monthly benefit** is \$10,000.
3. Compare the answer in item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

That amount figured in item 4 is your monthly payment.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30th of your payment for each day of disability.

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**Monthly payment** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**Monthly benefit** means the total benefit amount for which you are insured under this plan subject to the maximum benefit.

**Gross disability payment** means the benefit amount before Prudential subtracts deductible sources of income and disability earnings.



**Deductible sources of income** means income from deductible sources listed in the plan that you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

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### What Are Your Monthly Earnings?

Monthly earnings means your gross monthly income from your Employer in effect just prior to your date of disability. It includes your K-1 Earnings plus the average commissions earned per month during the shorter of: (i) the 12 month period just prior to your date of disability ; or (ii) your period of employment. commissions averaged over 12 months Monthly earnings . but does not include income received from bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

### What Will We Use to Determine Monthly Earnings If You Become Disabled During a Covered Layoff or Leave of Absence?

If you become disabled while you are on a covered layoff or leave of absence, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

### How Much Will Prudential Pay If You Work While You Are Disabled?

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings due to the same sickness or injury.

If you are disabled and your monthly disability earnings are 20% or more of your indexed monthly earnings, due to the same sickness or injury, Prudential will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in item 1 to your indexed monthly earnings.

If the answer from item 1 is less than or equal to 100% of your indexed monthly earnings, Prudential will not further reduce your monthly payment.

If the answer from item 1 is more than 100% of your indexed monthly earnings, Prudential will subtract the amount over 100% from your monthly payment.

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in item 2.

This is the amount Prudential will pay you each month.

If your monthly disability earnings exceed 80% of your indexed monthly earnings, Prudential will stop sending you payments and your claim will end.